

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CR 22-225 NEB/JFD

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 666

18 U.S.C. § 1343

v.

18 U.S.C. § 1956

18 U.S.C. § 1957

1. SHARMAKE JAMA,
2. AYAN JAMA,
3. ASHA JAMA,
4. FARTUN JAMA,
5. MUSTAFA JAMA, and
6. ZAMZAM JAMA,

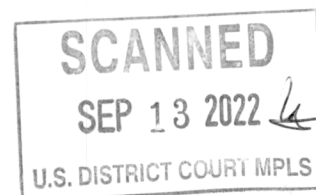
Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the indictment:

INTRODUCTION

1. The defendants devised and carried out a \$5.6 million scheme to defraud the federal child nutrition program, a program designed to provide free meals to children. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals to children. The defendants exploited changes in the program intended to ensure underserved children received adequate nutrition during the Covid-19 pandemic. Rather than feed children, the defendants exploited the Covid-19 pandemic—and the resulting program changes—to enrich themselves by fraudulently misappropriating millions of dollars in federal child nutrition program funds, which they then spent for their own personal benefit on such expenditures as vehicles and real estate.



A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers various federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating childcare centers, day care homes, and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program are served by “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by a sponsoring organization that is authorized to participate in the

Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship. The sponsoring agency retains 10 to 15 percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, USDA allowed for-profit restaurants to participate in the program. It also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

Feeding Our Future was a sponsoring agency authorized to participate in the USDA's Federal Child Nutrition Program.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. The company went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Bock oversaw a massive scheme to defraud carried out by sites under the sponsorship of Feeding Our Future. Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites despite knowing that the sites intended to and did submit fraudulent claims.

14. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received approximately \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled due to its sponsorship and facilitation of sites fraudulently participating in the program.

15. In addition to receiving tens of millions in administrative fees, Feeding Our Future employees also solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a pay-to-play scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and to make them look legitimate.

C. The Defendants and Their Roles

16. Defendants SHARMAKE JAMA and AYAN JAMA were the principals of Brava Restaurant & Cafe LLC (“Brava Restaurant”). Brava Restaurant operated a Federal Child Nutrition Program site under the sponsorship of Feeding Our Future. The Brava Restaurant site was located in a retail strip mall in Rochester, Minnesota. In 2020 and 2021, Brava Restaurant received approximately \$4.3 million in Federal Child Nutrition Program funds for food and meals it purportedly provided to children. SHARMAKE JAMA and AYAN JAMA were signatories who controlled Brava Restaurant’s bank accounts.

17. Defendants ASHA JAMA, FARTUN JAMA, MUSTAFA JAMA, and ZAMZAM JAMA worked for Brava Restaurant or otherwise received compensation from Brava Restaurant.

18. Mumu LLC was a shell company created by SHARMAKE JAMA on or about January 7, 2021. SHARMAKE JAMA used Mumu LLC to launder proceeds

fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

19. East Africa LLC was a shell company created by AYAN JAMA on or about January 7, 2021. AYAN JAMA used East Africa LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

20. Shalaq LLC was a shell company created by ASHA JAMA on or about January 7, 2021. ASHA JAMA used Shalaq LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

21. Eyo LLC was a shell company created by FARTUN JAMA on or about January 7, 2021. FARTUN JAMA used Eyo LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

22. African Heritage LLC was a shell company created by ZAMZAM JAMA on or about January 7, 2021. ZAMZAM JAMA used African Heritage LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate and a vehicle.

23. Nakumad LLC was a shell company created by MUSTAFA JAMA on or about January 7, 2021. MUSTAFA JAMA, at times together with AYAN JAMA, used Nakumad LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

24. Abdikerm Abdellahi Eidleh was a Feeding Our Future employee who solicited and received bribes and kickbacks from individuals and companies involved in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

25. Bridge Consulting and Logistics LLC was a company created and used by Abdikerm Abdellahi Eidleh to accept and conceal kickback payments.

Scheme to Defraud the Federal Child Nutrition Program

26. Beginning in or about September 2020, and continuing until in or about December 2021, in the District of Minnesota, and elsewhere, the defendants,

**SHARMAKE JAMA and
AYAN JAMA,**

together with other co-schemers, did knowingly and intentionally devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts, and for the purpose of executing this scheme caused wire transmissions to be sent in interstate commerce.

27. A main purpose of the scheme and artifice to defraud was to fraudulently obtain millions of dollars in Federal Child Nutrition Program funds by causing the submission of fraudulent information, including falsified meal count records with substantially inflated figures, in order to receive money from the Federal Child Nutrition Program.

28. An additional purpose of the scheme was to misappropriate and launder millions of dollars in fraudulent proceeds from the Federal Child Nutrition Program through shell companies set up by the defendants, and others, in order to enrich and benefit the defendants and others, including spending money intended to feed

children on such items as real estate in Minnesota and Ohio, property on the Mediterranean coast of Turkey, and vehicles.

29. It was part of the scheme to defraud that, in or about September 2020, Brava Restaurant submitted an application to Feeding Our Future to enroll in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. The application included an accompanying Site Identification Request Form. SHARMAKE JAMA signed the application on behalf of Brava Restaurant.

30. In order to be approved as a participating site in the Federal Child Nutrition Program, Feeding Our Future assigned an employee, Abdikerm Abdellahi Eidleh, to conduct, among other purported vetting procedures, a “Pre-Operational Visit” at Brava Restaurant. Subsequently, after Feeding Our Future concluded that Brava Restaurant was eligible to participate as a site in the Federal Child Nutrition Program, it submitted Brava Restaurant’s completed site application to MDE on or about September 8, 2020. In response, on or about that same day, Feeding Our Future submitted a letter to Olmsted County Public Health Services, indicating that meals would be prepared and served seven days per week at Brava Restaurant’s site in Rochester, Minnesota, under Feeding Our Future’s sponsorship. MDE approved Brava Restaurant as a site in the Federal Child Nutrition Program.

31. As a site participating in the Federal Child Nutrition Program, SHARMAKE JAMA and AYAN JAMA’s Brava Restaurant was supposed to provide food or meals to eligible children for which it would be reimbursed for the cost of the food and meals it actually provided. However, in furtherance of their scheme to defraud, SHARMAKE JAMA, AYAN JAMA, and their associates, caused the

submission of false and fraudulent information, and they consequently received Federal Child Nutrition Program funds to which they were not entitled.

32. For instance, starting in October 2020, just weeks after signing up for the Federal Child Nutrition Program, Brava Restaurant submitted weekly meal count sheets to Feeding Our Future claiming the site fed breakfast and lunch to between approximately 2,985 and 2,999 children each day throughout the month, purportedly totaling over 92,000 children served. Brava Restaurant claimed that it was entitled to reimbursement for October 2020 of approximately \$570,517.05, exclusive of the administrative fee paid by MDE to Feeding Our Future. That claim was fraudulent because Brava Restaurant actually incurred only a small fraction of food costs for that time.

33. In furtherance of the fraud, Brava Restaurant submitted weekly meal count sheets for November 2020 to Feeding Our Future claiming the site fed breakfast and lunch to between approximately 2,990 and 2,998 children each day throughout the month, again purportedly totaling over 89,000 children served. Brava Restaurant claimed that it was entitled to reimbursement from MDE for November 2020 for approximately \$531,704.80. That claim was fraudulent because Brava Restaurant actually incurred only a small fraction of such food costs for that time.

34. Based on these fraudulent submissions, in or about December 2020, Brava Restaurant received its initial reimbursement payments for the Federal Child Nutrition Program. More specifically, on or about December 15, 2020, Brava Restaurant received a payment of approximately \$249,180.64 from Feeding Our

Future, which was followed by another Feeding Our Future payment of approximately \$300,000 on or about December 18, 2020.

35. It was further part of the scheme that the defendants caused the payment of a kickback to a Feeding Our Future employee, Abdikerm Abdellahi Eidleh, in exchange for his role in sponsoring and facilitating Brava Restaurant's fraudulent participation in the Federal Child Nutrition Program. This kickback was disguised as a payment to a shell company created by Abdikerm Abdellahi Eidleh. More specifically, on or about December 29, 2020, SHARMAKE JAMA wrote a check for approximately \$14,000 from Brava Restaurant to "Bridge Consulting and Logistics," the shell company created and used by Abdikerm Abdellahi Eidleh to receive and conceal bribe and kickback payments. As part of the scheme, SHARMAKE JAMA paid this kickback shortly after Brava Restaurant received its initial reimbursement payments in December 2020 from Feeding Our Future.

36. To carry out the scheme further, SHARMAKE JAMA and AYAN JAMA thereafter caused the additional submission of fraudulent records to MDE throughout 2021, including inflated meal counts to make it appear as though Brava Restaurant was serving meals to an increasing number of children, including as many as 4,000 per day, which was false.

37. It was further part of the scheme that, in order to conceal the fraud and to stave off scrutiny by making the conduct appear legitimate, AYAN JAMA falsely represented to inquiring parties that Brava Restaurant participated in the Federal Child Nutrition Program through a contract with Rochester Public Schools, when, in fact, Brava Restaurant had no contract with Rochester Public Schools.

38. As an additional part of the scheme to defraud, SHARMAKE JAMA, AYAN JAMA, and others coordinated their establishment of shell companies through which they received and disbursed Federal Child Nutrition Program funds to make expenditures for their own benefit that had nothing to do with feeding children. More specifically, on the exact same date—January 7, 2021—SHARMAKE JAMA, AYAN JAMA, and others each registered their own company with the State of Minnesota. These companies were primarily shells through which SHARMAKE JAMA, AYAN JAMA, and others diverted and disguised the fraudulently obtained Federal Child Nutrition Program funds that Brava Restaurant had begun to receive approximately three weeks prior.

39. More specifically, on or about January 7, 2021, SHARMAKE JAMA created Mumu LLC. Between approximately February 18, 2021, and December 15, 2021, SHARMAKE JAMA deposited at least \$872,230 in misappropriated Federal Child Nutrition Program funds into his Mumu LLC bank accounts from Brava Restaurant accounts he controlled with AYAN JAMA. SHARMAKE JAMA misappropriated funds for his own personal benefit, including using approximately \$88,565.70 from Brava Restaurant account to buy a 2021 GMC Sierra 3500 Denali 4WD Crew Cab truck.

40. In furtherance of the scheme, on or about January 7, 2021, AYAN JAMA created her own shell company, East Africa LLC. Between approximately January 26, 2021, and December 14, 2021, AYAN JAMA deposited at least \$407,070 in misappropriated Federal Child Nutrition Program funds into her East Africa LLC

bank accounts from Brava Restaurant accounts she controlled with SHARMAKE JAMA.

41. Similarly, on or about January 7, 2021, ASHA JAMA created a shell company named Shalaq LLC. Between approximately January 25, 2021, and December 16, 2021, at least \$449,933 in misappropriated Federal Child Nutrition Program funds were deposited into Shalaq LLC accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA.

42. As an additional part of the scheme, on or about January 7, 2021, FARTUN JAMA created Eyo LLC, a shell company. Between approximately January 29, 2021, and December 20, 2021, at least \$192,095 in misappropriated Federal Child Nutrition Program funds were deposited into Eyo LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA.

43. On or about January 7, 2021, in furtherance of the scheme, ZAMZAM JAMA created her own shell company, African Heritage LLC. Between approximately January 20, 2021, and October 5, 2021, at least \$491,245 in misappropriated Federal Child Nutrition Program funds were deposited into African Heritage LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA.

44. It was an additional part of the scheme that, on or about January 7, 2021, MUSTAFA JAMA created a shell company named Nakumad LLC. Between approximately January 25, 2021, and December 16, 2021, at least \$1,429,730 in misappropriated Federal Child Nutrition Program funds were deposited into Nakumad LLC bank accounts from Brava Restaurant accounts controlled by

SHARMAKE JAMA and AYAN JAMA. In or about October 2021, approximately \$356,795 in misappropriated Federal Child Nutrition Program funds were wired from the Nakumad LLC account internationally to Turkey. These October 2021 wire transfers were payments toward the purchase by AYAN JAMA and another individual of a “summer home” in Alanya, a resort town on Turkey’s Mediterranean coast.

45. It was further part of the scheme that the defendants, together with others, purchased various properties together with respective contributions of fraudulent proceeds from multiple shell companies. For instance, on or about March 19, 2021, AYAN JAMA contributed approximately \$254,041 in misappropriated Federal Child Nutrition Program funds toward the purchase of a home located in Rochester, Minnesota, which coincided with a separate contribution on the same date toward the same property from ASHA JAMA in the amount of approximately \$200,000 in misappropriated Federal Child Nutrition Program funds. Similarly, on or about October 5, 2021, SHARMAKE JAMA contributed approximately \$200,000 in misappropriated Federal Child Nutrition Program funds toward the purchase of a home located in Rosemount, Minnesota, which coincided with separate contributions on the same date toward the same property with two others, FARTUN JAMA and ZAMZAM JAMA, in the respective amounts of approximately \$122,500 and \$80,000 in misappropriated Federal Child Nutrition Program funds.

46. Ultimately, SHARMAKE JAMA and AYAN JAMA falsely claimed that the Brava Restaurant site served more than 1.7 million meals in Rochester as part of the Federal Child Nutrition Program in a little over one year. As a result, between

September 2020 and December 2021, the fraudulent conduct of SHARMAKE JAMA, AYAN JAMA, and their co-schemers caused MDE to pay out over \$5.6 million in Federal Child Nutrition Program to reimburse purported food and meal expenses that the Brava Restaurant site did not actually incur. Of that amount, SHARMAKE JAMA, AYAN JAMA, and others fraudulently received approximately \$4.3 million in proceeds.

Counts 1-11
(Wire Fraud)

47. Paragraphs 1 through 46 are incorporated herein.

48. From at least in or about September 2020 through December 2021, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the grand jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

49. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, including the following, each of which were routed outside the State and District of Minnesota:

Count	Defendants	Date (on or about)	Wire Details
1	SHARMAKE JAMA and AYAN JAMA	December 15, 2020	Payment in the amount of approximately \$249,180.64 from a Feeding Our Future bank account to a Brava Restaurant bank controlled by SHARMAKE JAMA and AYAN JAMA
2	SHARMAKE JAMA and AYAN JAMA	December 18, 2020	Payment in the amount of approximately \$300,000 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
3	SHARMAKE JAMA and AYAN JAMA	January 11, 2021	Payment in the amount of approximately \$531,704.80 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
4	SHARMAKE JAMA and AYAN JAMA	January 29, 2021	Payment in the amount of approximately \$549,417.44 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
5	SHARMAKE JAMA and AYAN JAMA	February 22, 2021	Payment in the amount of approximately \$570,615.45 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
6	SHARMAKE JAMA and AYAN JAMA	March 29, 2021	Payment in the amount of approximately \$514,847.25 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA

7	SHARMAKE JAMA and AYAN JAMA	May 21, 2021	Payment in the amount of approximately \$1,121,514.00 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
8	AYAN JAMA	October 6, 2021	An email from AYAN JAMA to A.O.H. containing a spreadsheet containing a list of children's names and ages
9	AYAN JAMA	October 11, 2021	An email from AYAN JAMA to A.O.H. containing meal count sheets for Brava Restaurant for September 2021 and a list of children's names and ages
10	SHARMAKE JAMA and AYAN JAMA	October 26, 2021	Payment in the amount of approximately \$278,605.80 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
11	SHARMAKE JAMA and AYAN JAMA	December 6, 2021	Payment in the amount of approximately \$275,248.29 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA

All in violation of Title 18, United States Code, Section 1343.

Count 12

(Federal Programs Bribery)

50. Paragraphs 1 through 46, 48, and 49 are incorporated herein.

51. On or about December 29, 2020, in the State and District of Minnesota,
the defendant,

SHARMAKE JAMA,

corruptly gave, offered, and agreed to give anything of value to any person with intent to influence and reward an agent of an organization, as set forth below, in connection with any business, transaction and series of transactions of each organization involving anything of value of \$5,000 or more, where such organization received benefits in excess of \$10,000 annually under federal programs involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, namely, a \$14,000 check from Brava Restaurant to Abdikerm Abdellahi Eidleh, a Feeding Our Future employee.

All in violation of Title 18, United States Code, Section 666.

Count 13

(Conspiracy to Commit Money Laundering)

52. Paragraphs 1 through 46, 48, 49, and 51 are incorporated herein.

53. From at least in or about September 2020 through in or about December 2021, in the State and District of Minnesota, the defendants,

**SHARMAKE JAMA,
AYAN JAMA,
ASHA JAMA,
FARTUN JAMA,
ZAMZAM JAMA, and
MUSTAFA JAMA,**

conspired with others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, checks and wire transfers, knowing that the property involved in such transactions represented the proceeds of unlawful activity and which, in fact, involved the proceeds of specific unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing

those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

54. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

55. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. The defendants created limited liability companies on the same date, which were shell companies for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

b. After laundering the proceeds of their scheme through their respective shell companies, the defendants repeatedly used their shell companies to purchase real estate, cars, and other items for the personal benefit of themselves and others.

c. The defendants purchased some real estate together by pooling fraudulent proceeds from multiple shell companies' respective bank accounts.

56. On or about January 7, 2021, SHARMAKE JAMA created Mumu LLC, which he used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately February 18, 2021, and December 15, 2021, SHARMAKE JAMA diverted at least \$872,230 in

misappropriated Federal Child Nutrition Program funds into Mumu LLC bank accounts from Brava Restaurant accounts he controlled with AYAN JAMA. Among other things, SHARMAKE JAMA used this money on or about March 10, 2021, to purchase a 2021 GMC Sierra 3500 Denali 4WD Crew Cab truck with a check in the amount of approximately \$88,565.70. In addition, SHARMAKE JAMA used this money toward the purchase of real estate, such as: (a) checks on or about June 28, 2021, in the total approximate amount of \$377,066 for a home located at 2689 Daybreak Court SE in Rochester, Minnesota; and (b) a check on or about October 5, 2021, for approximately \$200,000 for a home located at 3581 153rd Street W in Rosemount, Minnesota. SHARMAKE JAMA pooled the proceeds used to purchase this Rosemount property with proceeds separately contributed by FARTUN JAMA and ZAMZAM JAMA through their respective shell companies.

57. On or about January 7, 2021, AYAN JAMA created East Africa LLC, which she used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately January 25, 2021, and December 14, 2021, AYAN JAMA diverted at least \$407,070 in misappropriated Federal Child Nutrition Program funds into East Africa LLC bank accounts from Brava Restaurant accounts she controlled with SHARMAKE JAMA. Among other things, AYAN JAMA used this money to purchase real estate, including checks on or about March 19, 2021, for the total approximate amount of \$254,041 for the purchase of a home located at 4568 Buckingham Drive NW in Rochester, Minnesota. AYAN JAMA pooled the proceeds used to purchase this Rochester with proceeds separately

contributed on the same date by ASHA JAMA through their respective shell companies.

58. On or about January 7, 2021, ASHA JAMA created Shalaq LLC, which she used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately January 25, 2021, and December 16, 2021, ASHA JAMA deposited approximately \$449,933 in misappropriated Federal Child Nutrition Program funds into Shalaq LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA. Among other things, ASHA JAMA used this money toward the purchase of real estate, including a check on or about March 19, 2021, in the approximate amount of \$200,000 for a home located at 4568 Buckingham Drive NW in Rochester, Minnesota. ASHA JAMA pooled the proceeds used to purchase this Rochester property on the same date with proceeds separately contributed by AYAN JAMA through their respective shell companies. In addition, ASHA JAMA used proceeds on or about May 20, 2021, in a check in the approximate amount of \$36,000 toward the purchase of a home located at 16764 Enchanted Court in Lakeville, Minnesota. ASHA JAMA pooled proceeds toward this Lakeville property on the same date that MUSTAFA JAMA contributed proceeds separately through their respective shell companies.

59. On or about January 7, 2021, FARTUN JAMA created Eyo LLC. FARTUN JAMA, which she used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately January 29, 2021, and December 20, 2021, FARTUN JAMA deposited approximately

\$192,095 in misappropriated Federal Child Nutrition Program funds into Eyo LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA. Among other things, FARTUN JAMA used this money toward the purchase of real estate, including a check on or about October 5, 2021, for approximately \$122,500 for a home located at 3581 153rd Street W, in Rosemount, Minnesota. FARTUN JAMA pooled proceeds toward this Rosemount property on the same date that SHARMAKE JAMA and ZAMZAM JAMA contributed proceeds separately through their respective shell companies.

60. On or about January 7, 2021, ZAMZAM JAMA created African Heritage LLC, which she used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately January 20, 2021, and October 5, 2021, ZAMZAM JAMA deposited approximately \$491,245 in misappropriated Federal Child Nutrition Program funds into African Heritage LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA. Among other things, ZAMZAM JAMA used this money: (a) to buy a 2021 Toyota Rav4 vehicle on or about August 17, 2021, with a check in the amount of approximately \$31,442.21; and (b) toward the purchase of a home located at 3581 153rd Street W in Rosemount, Minnesota, on or about October 5, 2021, with a check in the amount of approximately \$80,000. ZAMZAM JAMA pooled proceeds toward this Rosemount property on the same date that FARTUN JAMA and SHARMAKE JAMA contributed proceeds separately through their respective shell companies.

61. On or about January 7, 2021, MUSTAFA JAMA created Nakumad LLC, which he used, among other things, as a shell company to hide and disguise the source

and ownership of fraud proceeds. In or about March 2021, AYAN JAMA joined MUSTAFA JAMA as a signatory controlling Nakumad LLC bank accounts. Between approximately January 25, 2021, and December 16, 2021, MUSTAFA JAMA and AYAN JAMA deposited approximately \$1,429,730 in misappropriated Federal Child Nutrition Program funds into Nakumad LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA. Among other things, MUSTAFA JAMA and AYAN JAMA used this money to purchase real estate. For instance, on or about May 20, 2021, MUSTAFA JAMA provided a check in the approximate amount of \$394,000 from an account he partially controlled toward the purchase of a home located at 16764 Enchanted Court in Lakeville, Minnesota. MUSTAFA JAMA pooled proceeds toward this Lakeville property on the same date that ASHA JAMA contributed proceeds separately through their respective shell companies. In addition, in or about October 2021, at least one conspirator wired internationally to Turkey approximately \$356,795 in misappropriated Federal Child Nutrition Program funds from a Nakumad LLC account controlled by MUSTAFA JAMA and AYAN JAMA to enable AYAN JAMA and another individual to purchase a “summer home” in Alanya, a resort town on Turkey’s Mediterranean coast.

All in violation of Title 18, United States Code, Section 1956(h).

Counts 14-29
(Money Laundering)

62. Paragraphs 1 through 46, 48, 49, and 51, and 53 through 61 are incorporated herein.

63. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and

attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Date (on or about)	Transaction
14	SHARMAKE JAMA	March 10, 2021	Deposit of a check in the amount of approximately \$88,565.70 from an account controlled by SHARMAKE JAMA to Buick GMC Rochester for the purchase of a 2021 GMC Sierra 3500 Denali 4WD Crew Cab truck
15	AYAN JAMA	March 19, 2021	Deposit of a check in the amount of approximately \$190,000 from an account controlled by AYAN JAMA to Rochester Title for the purchase of a home located at 4568 Buckingham Dr NW, Rochester, Minnesota 55901
16	ASHA JAMA	March 19, 2021	Deposit of a check in the amount of approximately \$200,000 from an account controlled by ASHA JAMA to Rochester Title for the purchase of a home located at 4568 Buckingham Dr NW, Rochester, Minnesota 55901
17	AYAN JAMA	March 19, 2021	Deposit of a check in the amount of approximately \$64,041.15 from an account controlled by AYAN JAMA and MUSTAFA JAMA to Rochester Title for the purchase of a home 4568 Buckingham Dr NW, Rochester, Minnesota 55901

18	ASHA JAMA	May 20, 2021	Deposit of a check in the amount of approximately \$36,000 from an account controlled by ASHA JAMA to Titlesmart, Inc., for the purchase of a home located at 16764 Enchanted Court, Lakeville, Minnesota 55044
19	MUSTAFA JAMA	May 20, 2021	Deposit of a check in the amount of approximately \$394,000 from an account controlled by MUSTAFA JAMA and AYAN JAMA to Titlesmart, Inc., for the purchase of a home located at 16764 Enchanted Court, Lakeville, Minnesota 55044
20	SHARMAKE JAMA	June 28, 2021	Deposit of a check in the amount of approximately \$336,599 from an account controlled by SHARMAKE JAMA to Rochester Title for the purchase of a home located at 2689 Daybreak Court SE, Rochester, Minnesota 55904
21	SHARMAKE JAMA	June 28, 2021	Deposit of a check in the amount of approximately \$40,467.42 from an account controlled by SHARMAKE JAMA to Rochester Title for the purchase of a home located at 2689 Daybreak Court SE, Rochester, Minnesota 55904
22	MUSTAFA JAMA and AYAN JAMA	July 26, 2021	Wire transfer in the amount of approximately \$168,000 from an account controlled by MUSTAFA JAMA and AYAN JAMA to M.O. for the purchase of a home located at 2687 Kantian Drive, Columbus, Ohio
23	ZAMZAM JAMA	August 17, 2021	Deposit of a check in the amount of approximately \$31,442.21 from an account controlled by ZAMZAM JAMA to Rochester Motors for the purchase of a 2021 Toyota Rav4 vehicle

24	FARTUN JAMA	October 5, 2021	Deposit of a check in the amount of approximately \$122,500 from an account controlled by FARTUN JAMA to Edgewater Title Group for the purchase of a home located at 3581 153 rd Street W, Rosemount, Minnesota 55068
25	AYAN JAMA	October 4, 2021	Wire transfer in the amount of approximately \$50,000 to an account in Turkey toward the purchase of property in Turkey for AYAN JAMA and another individual from an account controlled, in part, by AYAN JAMA
26	ZAMZAM JAMA	October 5, 2021	Deposit of a check in the amount of approximately \$80,000 from an account controlled by ZAMZAM JAMA to Edgewater Title Group, for the purchase of a home located at 3581 153 rd Street W, Rosemount, Minnesota 55068
27	SHARMAKE JAMA	October 5, 2021	Deposit of a check in the amount of approximately \$200,000 from an account controlled by SHARMAKE JAMA to Edgewater Title Group, for the purchase of a home located at 3581 153 rd Street W, Rosemount, Minnesota 55068
28	AYAN JAMA	October 7, 2021	International wire transfer in the amount of approximately \$291,795 to an account in Turkey toward the purchase of property in Turkey for AYAN JAMA and another individual from an account controlled, in part, by AYAN JAMA
29	AYAN JAMA	October 22, 2021	International wire transfer in the amount of approximately \$15,000 to an account in Turkey toward the purchase of property in Turkey for AYAN JAMA and another individual from an account controlled, in part, by AYAN JAMA

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

64. Counts 1 through 29 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

65. If convicted of any of Counts 1 through 12 of this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1 through 12 of the Indictment.

66. If convicted of any of Counts 13 through 29 of this Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of Title 18, United States Code, Sections 1956 and 1957, and any property traceable to such property.

67. The property subject to forfeiture includes, but is not limited to:

- a. The real property located at 4568 Buckingham Dr. NW, Rochester, Minnesota;
- b. The real property located at 16764 Enchanted Ct., Lakeville, Minnesota;
- c. The real property located at 2698 Daybreak Ct., Rochester Minnesota;
- d. The real property located at 3581 153rd St. W, Rosemount, Minnesota;
- e. The real property located at 2687 Kantian Drive, Columbus, Ohio;

- f. 2021 GMC Sierra 3500, VIN: 1GT49WEY8MF189198; and
- g. 2021 Toyota RAV4, VIN: 2T3P1RFV7MC150550.

68. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON